

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
AT DAYTON**

DAYTON SUPERIOR CORPORATION, : Case No. 3:15-cv-00204-WHR

Plaintiff, : Judge Walter H. Rice

vs. :

CLAUDIO CHAVEZ, :

Defendants. :

:

**AGREED PERMANENT INJUNCTION**

By agreement of the parties and for good cause shown, **IT IS HEREBY ORDERED** that for one year from the date of this Agreed Permanent Injunction, Chavez shall be permitted to remain employed at Trekker Tractor, LLC (“Trekker”) on the express condition that he shall not engage in any outside Sales Activity in the State of Florida on behalf of Trekker. For purposes hereof, the term “Sales Activity” shall mean with respect to any customer or supplier other than Dayton Superior: (i) sales calls, (ii) job site visits, (iii) face-to-face sales activities; or (iv) preparing design layouts or drawings or pulling and shipping orders for any project that has not been awarded to Trekker or for which Trekker has otherwise not been engaged by or contracted with the customer.

**IT IS FURTHER ORDERED:**

1. Except as provided in this Agreed Permanent Injunction, Chavez’s Non-Competition Agreement with Dayton Superior shall otherwise remain in full force and effect, including in the event Chavez should seek employment with an employer other than Trekker;

2. Chavez warrants that he has conducted an exhaustive search of his home, office at Trekker, and all other locations at which he has used any computers since ending his employment with Dayton Superior in March 2015, and has returned all electronic storage devices in his possession, custody or control to Dayton Superior;
3. Chavez warrants that, if subsequent to the execution of this Agreed Permanent Injunction, he discovers any electronic storage devices or any other Dayton Superior documents or information devices in his possession, custody or control, he will immediately return it to counsel for Dayton Superior;
4. All Dayton Superior files and information on the HP storage device (S/N: WXH1E61DZMS6) produced by Chavez in this lawsuit shall be purged from the device by Data Analyzers, the agreed third party vendor utilized in connection with this lawsuit;
5. Chavez shall not use or disclose any Dayton Superior documents or information contained in the HP storage device (S/N: WXH1E61DZMS6) he returned following his employment with Dayton Superior or which he otherwise took with him from Dayton Superior;
6. That this Agreed Permanent Injunction shall issue immediately;
7. By agreement of the parties, that this is a permanent injunction; *and*
8. By agreement of the parties, that this Court retains jurisdiction to resolve any dispute that arises out of any violation or alleged violation of this Agreed Permanent Injunction.

9. By agreement of the parties, this Agreed Permanent Injunction automatically terminates one year from the date of this Agreed Permanent Injunction.

**IT IS SO ORDERED**

7-31-15  
Date

  
\_\_\_\_\_  
JUDGE RICE

**APPROVED:**

/s/ Deborah S. Brenneman  
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